

SPECIFICATIONS FOR WORK

SPECIAL PROVISIONS

Table of Contents

1. PROJECT DESCRIPTION.....	2
2. PROJECT RELATED CONTACTS	2
3. COORDINATION WITH ENGINEER.....	2
4. STAGING AND SITE AVAILABILITY.....	2
5. SITE INSPECTION.....	3
6. ENGINEERING, INSPECTIONS, AND TESTING.....	3
7. ENGINEERING INTERPRETATIONS	4
8. REJECTED WORK.....	4
9. UTILITIES.....	4
10. CONSTRUCTION SAFETY	4
11. CONSTRUCTION LIMITS AND AREAS OF DISTURBANCE.....	5
12. MATERIAL SOURCES AND CONSTRUCTION WATER.....	5
13. MATERIALS SALVAGE AND DISPOSAL.....	5
14. STORED MATERIALS	5
15. STAGING AND STOCKPILING AREA.....	6
16. SECURITY	6
17. CLEANUP	6
18. ACCESS DURING CONSTRUCTION	6
19. CONSTRUCTION TRAFFIC CONTROL.....	6
20. SANITARY FACILITIES	6
21. MEASUREMENT AND PAYMENT.....	6
22. PROPOSAL ITEM DESCRIPTIONS AND ESTIMATED QUANTITIES	7

1. PROJECT DESCRIPTION

The Project involves construction work associated with Fish, Wildlife and Parks Region 1 Headquarters parking areas, crack seal, chipseal and pavement markings. Work includes providing materials, labor and equipment to fully complete the work described in the plans and specifications.

2. PROJECT RELATED CONTACTS

Project contacts are designated as follows:

Owner: Montana FWP
1420 E. Sixth Ave
PO Box 200701
Helena, MT 59620-0701

Project Representative: Jamie Mongoven
(Engineer) FWP Project Manager
1522 Ninth Avenue
Helena, MT 59620-0701
406-841-4011 (wk)
406-439-4502 (cell)
406-841-4004 (fax)

3. COORDINATION WITH ENGINEER

The Contractor is required to coordinate contract issues with the Engineer or Project Representative as defined above. The Owner may have other personnel on site during the contract duration and they may coordinate site operational issues with the Contractor. The authority to provide direction, approvals, contract modifications, payments and other duties defined in the contract resides solely with the Engineer.

4. STAGING AND SITE AVAILABILITY

The Contractor is advised that the parking lots are in use during normal business hours from approximately 7:00 AM until 5:30 PM Monday through Friday. The chip seal and striping operations shall not impact access to one or the other parking area at the same time depending upon approved schedule and staging. The contractor shall not close both parking lots at the same time during normal business hours.

Both lots may be closed for chip sealing, striping or sweeping after 5:30 PM any day Monday through Friday. Alternatively, both lots may be closed at any time on Saturday and Sunday for these operations.

The Contractor shall not interrupt parking and owner use of the parking lot during the following dates:

May 27 through June 2.

June 5 through June 9

July 1 through July 5

5. SITE INSPECTION

All Bidders should satisfy themselves as to the construction conditions by personal examination of the site described in this document. Bidders are encouraged to make any investigation necessary to assess the nature of the construction and the difficulties to be encountered.

6. ENGINEERING, INSPECTIONS, AND TESTING

The Contractor's work will be periodically tested and observed to insure compliance with the Contract Documents. Complete payment will not be made until the Contractor has demonstrated that the work is complete and has been performed as required. If the Engineer detects a discrepancy between the work and the requirements of the Contract Documents at any time, up to and including final inspection, such work will not be completely paid for until the Contractor has corrected the deficiency.

The Engineer will periodically monitor the construction of work to determine if the work is being performed in accordance with the contract requirements. The Engineer does not have the authority or means to control the Contractor's methods of construction. It is, therefore, the Contractor's responsibility to utilize all methods, equipment, manpower, and other means necessary to assure that the work is installed in compliance with the Drawings and Specifications, and laws and regulations applicable to the work. Any discrepancies noted shall be brought to the Contractor's attention, who shall immediately correct the discrepancy. Failure of the Engineer to detect a discrepancy will not relieve the Contractor of his ultimate responsibility to perform the work as required.

The Contractor shall inspect the work as it is being performed. Any deviation from the Contract requirements shall be immediately corrected. Prior to any scheduled observation by the Engineer, the Contractor shall again inspect the work and notify the Engineer that he has inspected the work and it meets the requirements of the Contract Documents. All buried work items shall be inspected by the Engineer prior to backfilling, or may not be considered for payment.

The work will be subject to review by the Owner, whose findings shall be as valid as those of the Engineer. The results of all such observations shall be directed to the Contractor through the Engineer.

Services Provided by the Contractor. The Contractor shall provide the following services:

Any tests requiring the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory acceptable to the Engineer. The laboratory shall be staffed with experienced technicians properly equipped, and fully qualified to perform the tests in accordance with the specified standards. The Contractor shall provide the Engineer with a written schedule indicating dates for specific testing and inspection services to be performed. The schedule shall be updated as required to give the Engineer at least one week's advance notice. The Contractor shall notify the Engineer immediately of any change or shall be subject to pay engineering fees as herein

defined.

7. ENGINEERING INTERPRETATIONS

Timely engineering decisions on construction activities or results have an important bearing on the Contractor's schedule. When engineering interpretation affects a plan design or specifications change, it should be realized that more than 24 hours may be required to gain the necessary Owner participation in the decision process including time for formal change order preparation as required.

8. REJECTED WORK

Any defective work or nonconforming materials or equipment that may be discovered at any time prior to the expiration of the warranty period, shall be removed and replaced with work or materials which shall conform to the provisions of the Contract Documents. Any material condemned or rejected shall be removed at once from the project site. Failure on the part of the Engineer to condemn or reject bad or inferior work or to note nonconforming materials or equipment on the Contractors submittals shall not be construed to imply acceptance of such work. The Owner shall reserve and retain all its rights and remedies at law against the Contractor and its Surety for correction of any and all latent defects discovered after the guarantee period.

The Engineer will have the authority to reject work that does not conform to the Contract Documents and will provide the Owner with a list of defective work and nonconforming materials or equipment. The Owner will then promptly provide the Contractor with the list of defective work on nonconforming materials or equipment.

9. UTILITIES

The exact locations of existing underground utilities that may conflict with the work are not precisely known. It shall be the Contractor's responsibility to contact the owners of the respective utilities and arrange for field location services. **One Call Locators, 1-800-424-5555**

Overhead Utilities. The Contractor shall use extreme caution to avoid a conflict, contact, or damage to overhead utilities, such as power lines, streetlights, telephone lines, television lines, poles, or other appurtenances during the course of construction of this project.

10. CONSTRUCTION SAFETY

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly understand the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

11. CONSTRUCTION LIMITS AND AREAS OF DISTURBANCE

Construction Limits. Limit the construction disturbance to the edge of the paved surfaces and gravel parking lots designated for stockpiling swept gravel. Disturbance and equipment access beyond this limit is not allowed without the written approval of both the Engineer and the owner of the affected property. If so approved, disturbance beyond construction limits shall meet all requirements imposed by the landowner; this includes existing roads used and/or improved as well as the construction of new access roads. Special construction, reclamation, or post-construction road ripping or other closure provisions required by the landowner on access roads beyond the construction limits shall be performed by the Contractor at no additional cost to the Owner.

Areas of Disturbances. Approved areas of disturbance are those areas disturbed by construction activities within the construction limits and along designated or approved access routes. Such areas may require reclamation and revegetation operations, including grading to the original contours, top soiling with salvaged or imported topsoil, seeding, fertilizing, and mulching as specified herein. Other areas that are disturbed by the Contractor's activities outside of the limits noted above will be considered as site damage or unapproved areas of disturbance subject to Repair and Replacement Quality as specified in the General Conditions. This includes areas selected by the Contractor outside the defined construction limits for mobilization, offices, equipment, or material storage.

12. MATERIAL SOURCES AND CONSTRUCTION WATER

The Contractor shall be responsible for locating all necessary material sources, including aggregates, and water necessary to complete the work. The Contractor shall be responsible for meeting all transportation and environmental regulations as well as paying any royalties.

The Contractor may use materials from any source, providing the materials have been tested through representative samples and will meet the Specifications.

Water for construction efforts shall be supplied by the Contractor.

13. MATERIALS SALVAGE AND DISPOSAL

If the Owner requests to salvage material removed from the project, notify the Owner within 24 hours prior to delivery at a specific location approved by the Owner.

Haul and waste all excavated material to a legal site and obey all state, county, and local disposal restrictions and regulations.

14. STORED MATERIALS

Contractor shall use an approved storage area for materials. Materials and/or equipment purchased by the Contractor may be paid for on a monthly basis providing invoices for said materials and equipment are presented to the Engineer, and such materials have been approved through the submittal process are stored and insured.

15. STAGING AND STOCKPILING AREA

Contractor shall use staging and stockpiling sites for material, temporary traffic control devices and equipment as approved by the Owner. Notify Owner within 24 hours for approval of staging and stockpiling sites.

16. SECURITY

The Contractor shall provide all security measures necessary to assure the protection of equipment, materials in storage, completed work, and the project in general.

17. CLEANUP

Cleanup for each item of work shall be fully completed and accepted before the item is considered final. If the Contractor fails to perform cleanup within a timely manner the Owner reserves the right to shut down construction activities.

18. ACCESS DURING CONSTRUCTION

Provide access to all public and private roadways and approaches along the project throughout the construction period. Minimize disturbance to the site operations such as parking and other activities.

19. CONSTRUCTION TRAFFIC CONTROL

The contractor is responsible for providing safe construction and work zones within the project limits by implementing the rules, regulations, and practices of the Manual on Uniform Traffic Control Devices, current edition.

20. SANITARY FACILITIES

On-site toilet facilities for employees of Contractor and Subcontractors shall be provided by the Contractor and maintained in a sanitary condition.

21. MEASUREMENT AND PAYMENT

Review these Contract Documents for additional Measurement and Payment specifications for definitions. Quantities are listed on the Bid Proposal for Payment Items. Additional material quantities, volumes, and measurements may be shown on the Contract Document drawings and/or specifications.

Unit Price quantities and measurements shown on the Bid Proposal are for bidding and contract purpose only. Quantities and measurements supplied, completed for the project, and verified by the Project Representative shall determine payment. Each unit price will be deemed to include an amount considered by the Contractor to be adequate to cover Contractor's overhead and profit for each bid item.

The Owner or Contractor may make a Claim for an adjustment in Contract Unit Price if the quantity of any item of Unit Price Work performed by the Contractor differs materially and/or significantly (increase or decrease by 50%) from the estimated quantity indicated on the Bid Proposal.

Lump sum bid item quantities will not be measured. Payment for these lump sum bid proposal items will be paid in full amount listed on the Bid Proposal when accepted by the Project Representative, unless specified otherwise.

22. PROPOSAL ITEM DESCRIPTIONS AND ESTIMATED QUANTITIES

1. Mobilization/Demobilization//Bonding:
 - * Description: This bid item includes all equipment, labor and associated work necessary for the transporting of equipment to and from the work site to construct the project to the lines and grades as noted in the specifications and drawings. This bid item also includes bonding costs absorbed by the Contractor.
2. Chipseal:
 - * Description: This bid item includes all equipment, labor and associated work necessary for the chipsealing of an existing asphalt parking lot. Parking lot shall be swept and dry prior to applying chipseal. Parking lot shall be swept and excess chips salvaged to contractor prior to striping.
 - * Estimated Quantity:
 - 2228 square yard
 - 2585 square yard (additive alternate)
3. Crack Seal
 - * Description: This bid item includes all equipment, labor and associated work necessary for the crack sealing of an existing asphalt parking lot. All cracks over 0.25 inches in width or with vegetation visible within the crack shall be filled and sealed prior to chipsealing.
 - * Estimated Quantity:
 - 2228 square yard
 - 2585 square yard (additive alternate)
4. Striping
 - * Description: This bid item includes all equipment, labor and associated work necessary for the striping of an existing asphalt parking lot. Parking lot shall be swept and dry prior to applying striping. Location and spacing of parking areas are as noted in the specifications and drawings.
 - * Estimated Quantity:
 - 882 linear feet
 - 486 linear feet (additive alternate)
5. ADA Parking Striping
 - * Description: This bid item includes all equipment, labor and associated work necessary for the striping of an existing asphalt parking lot. The area shall be swept and dry prior to applying striping. Location and spacing of ADA parking spaces are as noted in the specifications and drawings.
 - * Estimated Quantity:
 - 1 each
 - 1 each (additive alternate)

SPECIFICATIONS FOR WORK

TECHNICAL PROVISIONS

Incorporation of Montana Public Works Technical Specifications.

The Technical Specifications as found in Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010 and Standard Specifications for Road and Bridge Construction 2006 Edition, are hereby incorporated by reference and made a part of this Contract:

Incorporation of Montana Fish, Wildlife & Parks Technical Specifications and Modifications to MPW Technical Specifications.

In addition to the MPWSS Technical Specifications are the following Montana Fish, Wildlife & Parks Technical Specifications (modifications to MPWSS Technical Specifications).

- SECTION 01010 - Summary of Work
- SECTION 01450 - Mobilization/Demobilization
- SECTION 01750 - Final Cleanup
- SECTION 02112 - Removal of Existing Pavement, Concrete Curb, Sidewalk, Driveway and/or Structures
- SECTION 02500 - Asphalt Paving and Surfacing

SECTION 01010

SUMMARY OF WORK

All applicable portions of this specification section in the MPWSS shall apply with the following additions, deletions and/or modifications. For all materials or specifications not listed in the MPWSS use the Standard Specifications for Road and Bridge Construction Manual 2006 Edition.

PART 1 GENERAL

1.3 WORK SEQUENCE

Add the following:

- E. Complete all work **on, or before, August 1, 2017** for each Bid Schedule awarded.
- F. The work includes crack seal, chipseal, parking lot striping and ADA parking area striping. The parking lot shall be prepped as per the MPWSS and Standard Specifications for Road and Bridge Construction Manuals.
- G. The Contractor shall not interrupt parking and owner use of the parking lot during the following dates:
 - **May 27 through June 2.**
 - **June 5 through June 9**
 - **July 1 through July 5**

1.4 CONTRACTOR USE OF PREMISES

Add the following:

C. Front Parking Area Restrictions

Closing of the front parking area is limited to one day during the work week for crack sealing and one day for chip seal operations. Some or all of the work can be performed during the work week, although weekend days are preferred.

Access must be maintained during the week to the entrances of the building.

A maximum of **Three consecutive days** will be allowed to perform the work in this lot. Construction days will be approved by the owner. The Contractor shall maintain accommodations for visitor to access the buildings, and walkways at all times. The work shall be coordinated with the office manager and the Contractor shall provide a minimum of three working days notice prior to closing the parking lots.

D. Rear Parking Area Restrictions

Closing of the rear parking area is limited to one day during the work week for crack sealing and one day for chip seal operations. Some or all of the work can be performed during the work week and although weekend days are preferred.

A maximum of **Three consecutive days** will be allowed to perform the work in this lot. The Contractor shall maintain accommodations for visitor to access the buildings, and walkways at all times. The work shall be coordinated with the office manager and the Contractor shall provide a minimum of three working days notice prior to closing the parking lots.

END OF SECTION 01010

SECTION 01450

MOBILIZATION/DEMOBILIZATION

Added Section.

PART 1 GENERAL

1.1 DESCRIPTION

- A. This item shall consist of the preparatory work and operations necessary performed by the Contractor for the movement of personnel, equipment, supplies, and incidentals to and from the work site. The work includes those actions necessary for obtaining necessary permits required for mobilization; for the establishment of all offices and facilities necessary to work on the project; for premiums on contract bonds; for insurance for the contract; and for other work on the various items on the project site. Mobilization costs for subcontracted work shall be considered to be included.
- B. Contractor's cost for administration, bonding, insurance, and site documents shall be included in mobilization and shall not be paid as a separate item.
- C. All equipment moved to the project sites shall be in good mechanical condition and free of fuel, oil, lubrication, or other fuel leaks. The Contractor shall immediately remove any equipment potentially or actually discharging environmentally damaging fluids.
- D. All equipment moved to the project sites shall be thoroughly cleaned before it is brought to the sites to prevent the introduction of weed seeds. Equipment removed from the sites may not be returned to the sites again until it is thoroughly cleaned again.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. There will be no direct measurement of this item.

4.2 PAYMENT

- B. Partial payments for mobilization/demobilization will be made based on the lump sum bid price as follows:

- 50% of the amount bid for mobilization/demobilization when 25% of the contract amount (exclusive mobilization/demobilization) has been completed.
- 100% of the amount bid for mobilization/demobilization when 100% of the contract amount (exclusive mobilization/demobilization) has been completed.

END OF SECTION 01450

SECTION 01750

FINAL CLEANUP

PART 1 GENERAL

Add the following:

1.1 DESCRIPTION

- A. This work consists of final cleanup of the project site prior to final acceptance.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

Add the following:

3.1 CONTRACTOR RESPONSIBILITIES

The contractor shall be responsible for final clean up at the end of the project to a level satisfactory to the owner. All construction debris, no matter how small, shall be collected and removed from the site. All wheel ruts shall be filled in and be leveled to match the adjacent grade and material. Re-seeding or re-sodding, or other re-surfacing may be necessary to repair any construction related impacts or damage.

All survey markings, stakes, temporary paint marks, flagging and other devices shall be removed regardless of who installed them. All excess pavement, concrete, gravel, soil, or other construction materials not intended for permanent use shall be removed.

For boundary fencing projects, do not disturb line-of-sight t-posts. Leave all line-of-sight t-posts in their original location.

All final slopes shall be dressed manually to remove woody debris, accumulated trash and oversized material. Any new slope or topsoil surfaces shall be hand raked to provide a uniform appearance. The contractor shall dress all gravel, pavement and concrete edges to eliminate abrupt edges and provide a smooth transition. All construction related temporary sediment control devices shall be removed as soon as practical.

PART 4 MEASUREMENT AND PAYMENT

Add the following:

4.1 PAYMENT

Unless specifically noted otherwise, all final cleanup work shall be incidental to other work items in the contract and no separate payment shall be made.

END OF SECTION 01750

SECTION 02112

REMOVAL OF EXISTING PAVEMENT, CONCRETE CURB, SIDEWALK, DRIVEWAY AND/OR STRUCTURES

All applicable portions of this specification section in the MPWSS shall apply with the following additions, deletions and/or modifications.

PART 1 GENERAL

1.1 DESCRIPTION

A. Add the following:

The work also consists of the removal, salvage, stockpile, and/or disposal of existing fence materials on private property and within, or near, the FWP WMA property boundary.

PART 3 EXECUTION

Add the following:

3.2 EXISTING FENCE WIRE REMOVAL

- A. Remove and dispose all existing boundary fence wire at locations shown in the project drawings, or as directed by the Project Representative. All removed fence wire material becomes property of the Contractor. Dispose all removed fence wire material off the project site and obey all state, county, and local disposal restrictions and regulations.

3.3 EXISTING FENCE T-POST REMOVAL AND/OR SALVAGE

- A. Remove and/or salvage all existing boundary fence metal T-posts at locations shown in the project drawings, or as directed by the Project Representative.

Salvage and reinstall metal T-posts, per FWP's salvage criteria, at the new boundary fence location. T-post salvage criteria includes:

- Same dimensional characteristics for new T-posts specified
- Straight and true, not bent or out of alignment (measured over entire length)
- Less than 25% rusted surface area

Non-salvaged T-posts become property of the Contractor. Dispose all non-salvageable T-posts off the project site and obey all state, county, and local disposal restrictions and regulations. Non-salvageable T-posts may be used in deadman applications.

3.4 EXISTING FENCE WOOD POST REMOVAL

- A. For existing boundary fence **non-treated** wood posts *on FWP property*, remove wood posts and lay on ground, after all wire is completely removed. Assure all wood posts dropped in place are on FWP property.

For existing boundary fence **treated** wood posts *on FWP property*, remove wood posts dispose off the project site and obey all state, county, and local disposal restrictions and regulations.

For existing boundary fence wood posts *on private property*, wood posts may remain in place, after all wire is completely removed.

PART 4 MEASUREMENT AND PAYMENT

Add the following:

4.3A FENCE REMOVAL

- A. Fence removal will be measured and paid for by the linear foot (LNFT).

END OF SECTION 02112

SECTION 02500

ASPHALT PAVING AND SURFACING

2.03 ASPHALT CONCRETE (add sections)

- G. Aggregate for chipseal shall be Grade 4A conforming to the requirements of Table 701-12 of the State Standard Specifications.
- F. Liquid asphalt for chipseal shall be CRS-2P conforming to the requirements of of the Standard Specifications.

End of Section